

Request For Proposals

for

Crisis Walk-In Centers in the West Valley and High Desert Regions

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Department of Behavioral Health**

**Department of Behavioral Health – Contracts Unit
268 West Hospitality Lane, Suite 400
San Bernardino, CA 92415-0026**

RFP - DBH 08-30

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Department of Behavioral Health (DBH), hereafter referred to as the "County" or "DBH", is seeking proposals from interested and qualified organizations and agencies to provide Crisis Walk-In Centers (CWICs) in the West Valley and High Desert Regions to provide services to children, adults and older adults. (Attachment I)

The Selected Proposer(s) will provide crisis stabilization services to all persons – children, adults and older adults meeting medical necessity criteria as defined by DBH, State and Federal regulations. Crisis stabilization is a service lasting less than 24 hours, provided to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy. Crisis stabilization must be provided on site at a 24 hr. health facility or hospital based outpatient program or at other provider sites which have been certified by the appropriate Governmental Agency to provide crisis stabilization services.

The Crisis Walk-In Center may be provided as a stand-alone facility. It is intended that persons living throughout the County who are a danger to self, danger to others, or are gravely disabled as a result of a mental disorder, as specified in Welfare and Institutions (W&I) Code 5000 et.seq. will have access to crisis stabilization services.

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV, Program Scope of Work.

B. Period of Contract

The Contract period will be for three (3) years, beginning July 1, 2009 through June 30, 2012 for the High Desert Region; and beginning May 1, 2009 to June 30, 2012 for the West Valley Region. The County may, but is not obligated to, extend awarded contract(s) for up to two additional one-year periods contingent on the availability of funds and Proposer performance. The number of awards will be determined by the number and quality of the proposals received.

C. Minimum Proposer Requirements

Proposers must:

1. Have a representative at the mandatory proposal conference as referenced in this RFP.
2. Be a non-profit, for-profit organization or other legally constituted business entity.
3. Have a current Medi-Cal Certification or have the ability to become Medi-Cal Certified, if applicable.
4. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
5. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
6. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
7. Meet other presentation and participation requirements listed in this RFP.

D. Mandatory Proposal Conference

1. A mandatory proposal conference will be held at San Bernardino County Department of Behavioral Health, **on: December 16, 2008 at 9:00 AM**

ADDRESS:

County of San Bernardino

Department of Behavioral Health - Administration
268 West Hospitality Lane, 4th Floor, Room 433
San Bernardino, CA 92415-0026

2. Attendance at the conference is mandatory. No proposal will be accepted from any Proposer who fails to attend the proposal conference.

E. **Questions**

Questions regarding the contents of this RFP must be submitted in writing on or **before 12 noon (PST) December 23, 2008** and directed to the individual listed in Section I, Paragraph F. All questions will be answered and both the question and answer will be posted on the County's Web-Site.

F. **Correspondence**

All correspondence, **including proposals and questions**, are to be submitted to:

County of San Bernardino
Department of Behavioral Health
ATTN: Contracts Administration
RE: RFP-DBH 08-30
268 West Hospitality Lane, Suite 400
San Bernardino, CA 92415-0026

Contact person: Elizabeth Atkins, Program Specialist I

Phone: (909) 382-3007

Email: eatkins@dbh.sbcounty.gov

G. **Admonition to Vendors**

Once the RFP has been issued and during the evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by the County's contact may other County Staff provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner.

H. **Proposal Submission Deadline**

All proposals must be received at the address listed in Paragraph F above **no later than 4:00 PM (PST) on Tuesday, January 20, 2009**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. **PROCUREMENT TIMELINE**

RFP release date	December 9, 2008
Mandatory Proposal conference	December 16, 2008
Deadline for submission of questions	December 23, 2008 **Questions may be submitted in writing prior to the Proposal Conference
Deadline for submission of proposals	January 20, 2009
Tentative date for mailing award/denial letters	February 17, 2009

Tentative deadline for protests	February 27, 2009
Tentative date for awarding of Contract(s)	April 28, 2009
Tentative start date for Contract(s)	May 1, 2009

The above dates are subject to change as deemed necessary by the County of San Bernardino.

III. PROCUREMENT CONDITIONS

A. Contingences

Funding for this program is contingent on funding from the appropriate office of the State of California and is subject to reimbursement under Federal and State laws. This RFP does not commit the County to award a contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award a contract based on the proposal that best meets the needs of the County.

B. Acceptance or Rejection of Proposals

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals. The County also reserves the right to terminate this procurement process at any time.

C. Modifications

The County has the right to issue addenda or amendments to this RFP if the County considers that additional clarifications are needed. Only those Vendors represented at the proposal conference will receive addenda or amendments issued after the mandatory proposal conference.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified deadline.** All proposals and materials submitted become the property of the County.

E. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

F. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

G. Public Inspection

Proposals will be maintained as confidential until issuance of contracts to selected Proposer(s). At that time proposals submitted in response to this RFP become the property of the County of San Bernardino and are subject to the provisions of the California Public Records Act. This Act is designed to give reasonable public access to information in the possession of public agencies.

H. Negotiations

The County may require the potential Proposer(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.

I. Independent Proposer

Any Proposer that is awarded a Contract will be considered an independent Contractor, wholly responsible for the manner in which it performs, and will assume exclusively the responsibility for the acts of its employees who will not be entitled to any rights and privileges of County employees nor be considered in any manner to be County employees.

J. Pre-Award On-Site Visits

Site visits may be conducted to verify information submitted in the RFP and to determine if the proposed facilities are appropriate for the proposed services to be provided.

K. Level of Service

For any Contract awarded as a result of the RFP, no minimum or maximum number of referrals or enrollments can be guaranteed by the County.

L. Termination of Awarded Contract

The Contract between the County and selected Proposer(s) will contain specific language which addresses the option of both the selected Proposer(s) or County to terminate the Contract without cause, termination for the convenience of the County, and termination for cause.

M. Priority Population (Program Specific)

IV. PROGRAM REQUIREMENTS (SCOPE OF WORK)

A. Definitions (Program Specific)

1. **Community Services and Supports** – The component of the Three-Year Program and Expenditure Plans that refers to service delivery systems for mental health services and support for children and youth, transition age youth, adults, and older adults. These services and supports are similar to those found in Welfare and Institutions Code Sections 5800 et. Seq. (Adult and Older Adult Systems of Care) and 5850 et. Seq. (Children's System of Care).
2. **Co-Occurring Disorder (COD)** – The integration of treatment and services for clients diagnosed with both a severe mental illness and a substance abuse problem.
3. **Crisis Stabilization** – A service lasting less than 24 hours, provided to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities may include but are not limited to assessment, collateral and therapy. Crisis stabilization must be provided on site at a 24 hr. health facility or hospital based outpatient program or at other provider sites which have been certified by the appropriate Governmental Agency to provide crisis stabilization services.
4. **Crisis Walk-In Centers** – A community-based program that provides urgent mental health services 24/7 for seriously mentally ill (SMI) persons of all age groups – children, adults, and older adults – needing immediate access to crisis mental health services.
5. **Cultural Competency** – The acceptance and understanding of cultural mores and their possible influence on the client's issues and/or behavior, i.e., using the understanding of the differences between the prevailing social culture and that of the client's family to aid in developing individualized supports and services.
6. **Department of Behavioral Health (DBH)** – The Department of Behavioral Health (DBH), under state law, provides mental health treatment and prevention services to County residents. In order to maintain a continuum of care, DBH operates or, contracts

for the provision of 24-hour care, day treatment, outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.

7. **Department of Mental Health (DMH)** – The California Department of Mental Health, entrusted with leadership of the California mental health system, ensures through partnerships the availability and accessibility of effective, efficient, culturally competent services. This is accomplished by advocacy, education, innovation, outreach, understanding, oversight, monitoring, quality improvement, and the provision of direct services.
8. **Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT Medi-Cal)** – A federally mandated Medicaid option that requires states to provide screening, diagnostic and treatment services to persons under age 21 who have unrestricted Medi-Cal and also meet necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a “healthcare-based” provider. In addition, services are generally acceptable for the purpose of correcting or ameliorating the mental disorder. For the purposes of this proposal, EPSDT Medi-Cal Rehabilitative Mental Health Services activities may include: Assessment, Collateral, Crisis Intervention, Evaluation, Medication Support Services, Plan Development, Rehabilitation and Therapy.
9. **Evidence based** – A treatment approach based on research which has shown that by learning more about managing mental illness, individuals who have experienced psychiatric symptoms can take important steps toward recovery. This includes learning about the individual’s mental illness and strategies for treatment, decreasing distress from symptoms, reducing relapses and re-hospitalizations, use of medications more effectively and making progress towards goals and recovery. Also included are interventions for which there is consistent, scientific evidence showing that they improve outcomes for consumers.
10. **General Systems Development** – the service category of the Community Services and Supports component of the Three-Year Program and Expenditure Plans under which the County uses Mental Health Services Act funds to improve the County’s mental health service delivery system for all clients and/or to pay for specified mental health services and supports for clients, and/or when appropriate their families.
11. **Individualized Service Plan (ISP)** – A flexible, creative approach to plan of care/treatment for clients based on assessment of needs, resources, and family strengths with the ultimate goal of promoting the self-sufficiency of the family in dealing with their unique challenges. The plan reflects the best possible fit with the culture, values, and beliefs of the client and family/caregiver(s) and the referring agency’s safety concerns.
12. **Inland Regional Center (IRC)** – IRC is an agency, contracted through the California Department of Developmental Services, which provides services to children and adults diagnosed with autism, mental retardation, and cerebral palsy.
13. **Local Managed Care Mental Health Plan (MHP)** – The County, under an agreement with the DMH, provides and pays for specialty mental health services to Medi-Cal beneficiaries of the County within the scope of services defined in said agreement.
14. **Medical Necessity** – The client must meet criteria outlined in (a), (b), and (c) below to be eligible for services:
 - a. Be diagnosed by the MHP with one of the following diagnoses in the Diagnostic and Statistical Manual, Latest Edition, published by the American Psychiatric Association:
 - (1) Pervasive Developmental Disorders, except Autistic Disorders
 - (2) Disruptive Behavior and Attention Deficit Disorders

- (3) Feeding and Eating Disorders of Infancy and Early Childhood
 - (4) Elimination Disorders
 - (5) Other Disorders of Infancy, Childhood, or Adolescence
 - (6) Schizophrenia and other Psychotic Disorders
 - (7) Mood Disorders
 - (8) Anxiety Disorders
 - (9) Somatoform Disorders
 - (10) Factitious Disorders
 - (11) Dissociative Disorders
 - (12) Paraphilias
 - (13) Gender Identity Disorder
 - (14) Eating Disorders
 - (15) Impulse Control Disorders Not Elsewhere Classified
 - (16) Adjustment Disorders
 - (17) Personality Disorders, excluding Antisocial Personality Disorder
 - (18) Medication-Induced Movement Disorders related to other included diagnoses
- b. Must have at least one of the following impairments as a result of the mental disorder(s) listed in subdivision (a) above:
- (1) A significant impairment in an important area of life functioning.
 - (2) A probability of significant deterioration in an important area of life functioning.
 - (3) Except as provided in Title 9, California Code of Regulations (CCR), Section 1830.210, a probability a child will not progress developmentally as individually appropriate. For the purpose of this section, a child is a person under the age of 21 years.
- c. Must meet each of the intervention criteria listed below:
- (1) The focus of the proposed intervention is to address the condition identified in (b) above.
 - (2) The expectation is that the proposed intervention will:
 - (a) Significantly diminish the impairment, or
 - (b) Prevent significant deterioration in an important area of life functioning, or
 - (c) Except as provided in Title 9, CCR, Section 1830.210, allow the child to progress developmentally as individually appropriate.
 - (3) The condition would not be responsive to physical health care based treatment.
15. **Memorandum of Understanding (MOU)** – An official statement outlining a mutual understanding between parties as to their working relationships.
16. **Outreach and Engagement** – the service category of the Community Services and Supports component of the Three-Year Program and Expenditure Plan under which the

County may fund activities to reach, identify, and engage unserved individuals and communities in the mental health system and reduce disparities identified by the County.

17. **Request for Proposals (RFP)** – The document used to solicit a solution or solutions from Proposers to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.
18. **Short-Doyle Medi-Cal (Medi-Cal)** – A federally mandated Medicaid option that requires states to provide screening, diagnostic and treatment services to persons under age 0 through 64 who have met necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a healthcare-based provider.

B. Background

Historically, DBH, the County's Medi-Cal Mental Health Plan (MHP), and its behavioral health services contractors have provided mental health treatment services throughout San Bernardino County. DBH clinics and contract agencies have provided residential and outpatient mental health treatment services to the residents of San Bernardino County. This has been a seamless system of care enabling County residents to access mental health services in all regions of the County. DBH would like to maintain this coordinated system of care by providing psychiatric crisis stabilization services in the form of three outpatient Crisis Walk-In Centers each with 12 treatment slots for adults, older adults and children to be located in the West Valley and High Desert Regions of San Bernardino County.

California voters passed the Mental Health Services Act (MHSA), also known as Proposition 63, which is codified in Welfare & Institutions Code §5847. The MHSA Act, through the imposition of a 1% tax on personal income in excess of \$1 million, allowed the State Department of Mental Health to provide increased funding, personnel and other resources to support county mental health programs and monitor progress toward statewide goals for children/youth, adults, older adults and families. The MHSA addresses a broad continuum of prevention, early intervention and service needs and the necessary infrastructure, technology, and training elements that will effectively support the system. Components of the MHSA Integrated Three-Year Program and Expenditure Plan will include those elements required by W&I Code Section 5847 and related regulations including: Community Services and Supports (hereinafter "CSS"), Prevention and Early Intervention, Education and Training, Innovations, and capital Facilities and Technology.

CSS means mental health and related services provided through the service delivery system, also known as "Adult and Older Adult Systems of Care" and "Children's System of Care", found in W&I Code Sections 5800 and 5850, respectively, as well as services provided to transition-age youth, as specified in W&I Code Section 5847(c). The three types of service categories that may be funded under the MHSA CSS Component are: Full Service Partnerships, General System Development, and Outreach and Engagement, as described in CCR, Title 9, Chapter 14, Sections 3200.080, 3200.100, and 3200.130, respectively.

These events and others have culminated in DBH's mandate that all services be provided following the principles of Recovery, Wellness, and Resilience (RWR), an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. For children, RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child's strengths, skills and possibilities, rather than on illness, deficits and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of

stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or handicap, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community group's or cultural group's way of viewing mental and emotional problems and differences.

C. Program Description

1. Program Requirements

In response to this RFP, the specific mandates for a proposal shall include, but are not limited to, the following services/activities:

- a. Provide a CWIC in the West Valley and High Desert Regions of San Bernardino County, each with 12 treatment slots for adults, older adults and children.
- b. Have the ability to provide services for children. Contractor(s) will utilize the Children/Youth Crisis Stabilization chart (Attachment G).
- c. Adhere to W&I Code admission criteria which includes danger to self, danger to others and grave disability, as a result of mental illness.
- d. Ensure that the CWIC is Medi-Cal certified or has the ability to become Medi-Cal certified as specified in Title 9, CCR, with specific reference to Sections 1810.210, 1840.338, 1840.348 and 1840.105. (Attachment J)
- e. Complete and submit the Department of Behavioral Health Non-Staff Oath of Confidentiality for all staff. (Attachment D).
- f. Provide a secure, respectful environment that ensures the patient's privacy, confidentiality and safety.
- g. Provide a plan to assure that patients are medically cleared prior to admission. Medically cleared means the patient is medically stable and able to participate in treatment.
- h. Provide appropriately licensed and credentialed, multi-disciplinary, and culturally competent staff pursuant to Title 9, CCR, Section 1840.348.
- i. Provide credentialing for all Allied Health professionals or ensure that staff is licensed and properly credentialed.
- j. Comply with the Health Insurance Portability and Accountability Act (HIPAA), Quality Management, State, Federal and County monitoring requirements.
- k. Adhere to the applicable requirements of the Lanterman – Petris Short (LPS) Act as defined in Welfare and Institutions Code 5000 et. seq).
- l. Comply with Federal, State and County Patient's Rights regulations.
- m. Provide discharge planning which includes referral services to appropriate community resources.
- n. Initiate referrals to the DBH system of care.
- o. Demonstrate the ability to provide services in the patient's preferred language, including services for the hearing and/or visually impaired.
- p. Maintain, collect and provide data for reports pertaining to performance outcomes, critical incidents, and other Federal, State and County required information.

- q. Maintain sufficient staff during all hours of operation to ensure client information is provided to DBH Financial Interviewers on a daily basis in order to secure medication services.
- r. Provide prescriptions to patients upon discharge.
- s. Assess, stabilize, and refer out-of-county patients back to county of origin.
- t. Obtain pre-authorization for patients who are insured or are out-of-county Medi-Cal beneficiaries.
- u. Conduct financial evaluations using Uniform Method to Determine Ability to Pay (UMDAP) in order to obtain Medi-Cal, Medicare, and other third party reimbursement.
- v. Complete Medi-Cal applications on all San Bernardino County indigent patients.
- w. Maintain length of stays (LOS) according to necessity and placement needs as detailed in Title 9 of the CCR.
- x. Ensure all clients meet discharge criteria, which is when client reaches the maximum therapeutic benefit of medically necessary crisis stabilization services as specified in Title 9 (1810.210, 1840.338, 1840.348, 1840.105 and 1830.210).
- y. Provide co-occurring assessments with the appropriate dispositions and referrals.
- z. Work with DBH/DCS Staff on discharge planning for all the children and youth in the facility, as needed.
- aa. Work with DBH/APS Staff on discharge planning for all adults in the facility, as needed.
- bb. Comply with requirements as outlined in the County Mental Health Plan contract with the State Department of Mental Health.
- cc. Provide transportation as needed to consumers who are returning to their previous domicile or are being placed from the CWIC.

2. Program Consideration

Contractor(s) will utilize the **TREATMENT SERVICE MODEL** (Attachment F). The Model diagrams the flow of a patient from entry to discharge. Additionally, Contractor(s) will also utilize the System of Periods of Allowable Treatment for Crisis Stabilization Services as defined by Title 9, Section 1840.105, 1840.322 and 1840.368. DBH and Contractor(s) will provide the following interface activities:

- a. DBH will provide:
 - 1. Consultation services for placement, housing, out-of-county assistance, and mental health linkage.
- b. Contractor(s) will provide:
 - 1. A 24/7 outpatient Crisis Walk-In Center for **children, adults and older adults**.
 - 2. Access to duly authorized representatives from County and State to patient/client records and will disclose to State and County representatives all financial records necessary to review or audit contract services to evaluate the cost, quality, appropriateness and timeliness of services.
 - 3. 24/7 DBH access to patient information.

4. Requested reports and relevant data.
 5. Physical space for use by DBH for audits, interviews, etc.
 6. Daily data entry and verification into DBH's Management Information System (MIS) computer system.
 7. Remittance advices from Medicare, insurance and other 3rd party payers.
 8. Notification of all admissions, patient status, LOS, and Client Service Identification (CSI) data.
 9. Compliance with EPSDT Medi-Cal billing regulations, monitoring and charting as specified by applicable State regulations.)
 10. Additionally Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of San Bernardino and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of a Contract. Contractor will notify DBH immediately of loss or suspension of any such licenses and permits
- c. The Contractor(s) will provide and adhere to defined outcome measures for evaluating the effectiveness of its program performance, to include but not limited to: LOS, readmits within 48 hours, readmits within 2 weeks, and other recidivist indicators. The Contractor(s) will utilize a computerized tracking system with which outcome measures and other relevant consumer data will be maintained. Findings and reports will be provided to DBH upon request.
 - d. The Contractor(s) will develop and aggressively implement a revenue-generating plan. The Contractor(s) will ensure that consumers with both Medi-Cal and Medicare coverage take maximum advantage of such services available to them and that services are properly billed. Medi-Cal eligible services for Medicare clients will not be reimbursed until DBH receives a Medicare remittance advice.
 - e. The Contractor(s) will develop and implement a Cultural Competency Plan that is in conjunction with MHP. The Plan will consist of a statement and assurances to employ a culturally diverse bilingual and bicultural multidisciplinary staff. Special attention shall be placed in hiring Hispanic American and African-American staff who are culturally and linguistically appropriate. The Contractor(s) will insure, as part of that Plan, that the staff will receive on-going training in cultural competency. (Title 9, CCR, Section 1810.211 and 1810.410)
 - f. Contractor(s) service facility must be accessible by public transportation.

V. CONTRACT REQUIREMENTS

A. General

The Proposer(s) selected may be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Proposer, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Proposer Primary Contact

The Proposer will designate an individual to serve as the primary point of contact for the Contract. Proposer shall notify DBH when the primary contact will be unavailable/out of the

office for one (1) or more workdays. Proposer or designee must respond to County inquiries within two (2) County business days.

3. Change of Address

Proposer shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

4. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Proposer either in whole or in part.

5. Contract Amendments

Proposer agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

6. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County Department of Behavioral Health as the funding agency and Proposer as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Proposer in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with County prior to publication. Proposer shall receive written permission from County prior to publication of said training materials.

7. Attorney Fees & Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

8. Conflict of Interest

Proposer shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the California Department of Social Services (CDSS) Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Agreement.

This provision shall not be construed to prohibit employment of persons with whom Proposer's officers, employees, or agents have family, business, or other ties so long as

the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

9. Grievance Procedure

Proposer will ensure that staff are knowledgeable on the San Bernardino County Department of Behavioral Health Grievance Procedure (attached as Attachment C) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

10. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

11. DBH Research Policy

Research involving the client cannot be conducted without the prior written approval of the Director of the Department of Behavioral Health. Any approved research must follow the guidelines in the DBH Research Policy.

12. Contract Reimbursement

- A. If applicable, Proposer is required to become Medi-Cal certified in order to provide and be reimbursed for services provided to Medi-Cal clients. Proposers may access certification procedures by referring to http://www.co.san-bernardino.ca.us/dbh/medi-cal_process.htm.
- B. Contracts are typically funded annually on a July 1 – June 30 fiscal year basis.
- C. Proposer shall bill the County monthly in arrears on claim forms provided by the County.
- D. If applicable, no later than 75 days after the end of the fiscal year or expiration date or termination of a contract for services, unless otherwise notified by County, the Proposer shall provide the County with a complete and correct annual standard State of California Cost Report for Medi-Cal services.
- E. Reimbursement to Proposer shall be made monthly in arrears based on the actual cost of services provided during the service month, not to exceed cumulative 1/12 of the maximum annual contract obligation.
- F. Where billing accounts have crossover Medicare and/or Insurance along with Medi-Cal, Proposer shall first be required to bill Medicare and/or applicable insurance, then provide to the DBH Business Office copies of Proposer's billing and the remittance advice (RA) that show that the bill was either paid or denied.

The DBH Business Office, upon receipt of these two items, will proceed to have the remainder of the claim submitted to Medi-Cal. Without these two items, the accounts with the crossover Medicare and/or Insurance along with Medi-Cal will not be billed.

Proposer shall be obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement.

Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program

("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act (42 USC 1396(a)(68)), set forth in that subsection and as the federal Secretary of Health and Human Services may specify.

G. Proposer shall collect revenues for the provision of the services described in this RFP and any Contract awarded. Such revenues may include, but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by the Proposer shall be reported in the annual Cost Report, and shall be used to offset gross cost.

H. Proposer shall exercise diligence in billing and collecting fees and/or co pays from patients for services.

The State of California "Uniform Method of Determining Ability to Pay" (UMDAP) shall be followed in charging clients for services under this agreement. Proposers may access these procedures at <http://www.dmh.cahwnet.gov/DMHDocs/default.asp?view=notices>. Information Notice 98-13.

I. Contractor shall input Charge Data Invoices (CDI's) into the County's billing and transactional database system by the fifth (5th) day of the month for the previous month's services. Contractor will be paid based on Medi-Cal claimed services in the County's billing and transactional database system for the previous month. Services cannot be billed by the County to Medi-Cal until they are input into the County's billing and transactional database system.

J. Proposers selected for Contracts shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractors' designated checking account or other bank account. Contractor(s) shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

13. Licenses and Permits

Proposer will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Proposer will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.

14. Health and Safety

Proposer shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

15. Department of Justice Clearance

Proposer shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

16. The Excluded Parties List System (EPLS)

Neither Proposer nor its employees or subcontractors shall be named on the EPLS, which includes information regarding entities debarred, suspended, proposed for

debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. The EPLS can be accessed at <http://www.epls.gov/>. This information may include names, addresses, DUNS numbers, Social Security Numbers (SSNs), Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action. Please be aware that although United States General Service Administration operates this system, individual agencies are responsible for the timely reporting, maintenance, and accuracy of their data.

17. Health Insurance Portability and Accountability Act

Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Proposer shall comply with the terms and conditions as set forth in the attached Business Associate Agreement (Attachment B), hereby incorporated by this reference.

18. Pro-Children Act of 1994

Proposer will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

19. Environmental Regulations

EPA Regulations - If the amount available to Proposer under the Contract exceeds \$100,000, Proposer will agree to comply with the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

State Energy Conservation Clause - Proposer shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations).

20. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

21. Americans with Disabilities Act

Proposer shall comply with all applicable provisions of the Americans with Disabilities Act (ADA). The ADA can be accessed at <http://www.usdoj.gov/crt/ada/adahom1.htm>.

22. Public Accessibility

Proposer shall ensure that services provided are accessible by public transportation.

23. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.

24. Termination for Convenience

The County for its convenience may terminate the Contract in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in the Contract shall be made. Such adjustment shall provide for payment to the Contractor(s) for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice the Contractor(s) shall promptly discontinue services unless the notice directs otherwise. The Contractor(s) shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

25. Venue

The venue of any action or claim brought by any party to the Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

26. Cultural Competency

The State Department of Mental Health (DMH) mandates counties to develop and implement a cultural Competency Plan for residents of San Bernardino County. Policies and procedures and all services must be culturally and linguistically appropriate. Proposers will be included in the implementation process and shall adhere to cultural competency standards and requirements.

Cultural and Linguistic Competency. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

- a. The Proposer shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health and substance abuse services.
- b. The DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing medically necessary specialty behavioral health and substance abuse services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health and substance abuse services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.
- c. To assist the Proposer's efforts towards cultural and linguistic competency, the DBH shall provide the following:
 - i. Technical assistance to the Proposer regarding cultural competency implementation.

- ii. Demographic information to the Proposer on service area for services planning.
- iii. Cultural competency training for DBH and Proposer personnel. Proposer staff is encouraged to attend at least one cultural competency training per year.
- iv. Interpreter training for DBH and Proposer personnel.
- v. Technical assistance for the Proposer in translating behavioral health and substance abuse services information to the DBH's threshold language (Spanish).

B. Indemnification and Insurance Requirements

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Insurance – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Worker's Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.

- 2) Products and completed operations.
 - 3) Broad form property damage (including completed operations)
 - 4) Explosion, collapse and underground hazards.
 - 5) Personal Injury
 - 6) Contractual liability
 - 7) \$2,000,000 general aggregate limit
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Services Requirements
- 1) Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits
- or
- Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
- or
- Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.
- 2) If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.
- The coverage described above is not required for contractors or consultants providing services which are not relied upon by County departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.
3. Additional Insured - All policies, except for the Worker’s Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the

County and its officers, employees, agents and volunteers as additional insured's with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

4. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights to subrogation against the County.
5. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
7. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencements of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
8. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
9. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
10. Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
11. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage

or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance

requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Proposer in the delivery of services provided under this Contract. Full cooperation shall be given by Proposer in any auditing or monitoring conducted.

Proposer shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

Proposer shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy and shall be retained for at least seven (7) years from the date of final payment or final settlement, or until audit findings are resolved, whichever is longer.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of a Contract.

The Proposer shall maintain client and community service records in compliance with all regulations set forth by the State Department of Mental Health (DMH) and provide access to clinical records by DBH staff.

Proposer(s) shall agree to maintain and retain all appropriate service and financial records for a period of at least seven (7) years, or until audit findings are resolved, whichever is later.

3. Assistance by Proposer

Proposer shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Proposer.

4. Single Audit Provisions

Pursuant to OMB Circular A-133, Contractors expending the threshold amount, or more, in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

- a. The audit shall be performed by a licensed Certified Public Accountant (CPA) in accordance with OMB Circular A-133 (latest revision) Audits of States, Local Governments, and Non-Profit Organizations.
- b. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, latest revision, issued by the Comptroller General of the United States.
- c. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Proposer's fiscal year.
- d. The cost of the audit made in accordance with the provisions of OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Proposer's total revenue.
- e. The work papers and the audit reports shall be retained for a minimum of seven (7) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
- f. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.

The Proposer is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Proposer agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Proposer shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from DBH Contracts Unit.

B. Civil Rights Compliance

The Proposer shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with DBH Contracts Unit within 30 days of awarding of the contract. The Civil Rights Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights liaison. Upon

request, DBH will supply a sample of the Civil Rights Plan format. The Proposer will be monitored by DBH for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY OFFICIALS

The Proposer shall provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

The Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its

partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under Federal, State, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under Federal, State and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under Federal, State and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. LOCAL PREFERENCE POLICY

The County of San Bernardino has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For purposes of the application of the local preference policy (County Policy 11 – 12), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP, Request for Quotes (RFQ), Quote(s) and Requests for Applications (RFA) for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees

and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.

XII. SUBCONTRACTOR STATUS

- A. If the Primary Agency (defined as the agency submitting the proposal) intends to subcontract any part of the services for which it is "proposing" to a separate and independent agency or agencies, it must submit a written Memorandum of Understanding (MOU) with that agency or agencies to DBH as part of the proposal. The MOU must clearly define the following:
 - 1. The name of the subcontracting agency.
 - 2. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
 - 3. The amount of funding to be paid to the agency.
 - 4. The agency's role and responsibilities.
 - 5. A detailed description of the methods by which the Primary Agency will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
 - 6. A budget sheet outlining how the subcontracting agency will spend the allocation.
- B. Any subcontracting agency must be approved by DBH and shall be subject to all applicable provisions of any agreement "awarded" to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of a subcontracting agency.

XIII. PROPOSAL SUBMISSION

- A. General
 - 1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.
 - 2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
 - 3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
 - 4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph H Proposal Submission Deadline.**
 - 5. All proposals and materials submitted become the property of the County.
- B. Proposal Presentation

1. **One original**, which may be bound, and **six (6) additional** unbound copies of the written proposal are required. (For a total of seven (7) proposals.) The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL –DBH RFP 08-30.**"
3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Type face must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
4. Proposers wishing to request a waiver of the County policy requiring that proposals be submitted on two-sided recycled paper must include such request and reasons on the cover letter of the proposal.

C. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package. An original proposal, which may be bound, must be clearly marked "Master Copy". In addition, DBH requires (6) unbound copies of the proposal. There should be a total of (7) copies submitted or the proposal may be rejected. The content of the proposal must be submitted in the following sequence and format:

1. Cover Page	<p>Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that includes the following information: Submit three statements:</p> <p><input type="checkbox"/> a. A statement that the proposal is submitted in response to the Request for Proposal, RFP DBH 08-30.</p> <p><input type="checkbox"/> b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization or firm.</p> <p><input type="checkbox"/> c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.</p>
2. Table of Contents	<p><input type="checkbox"/> Complete a table of contents for the entire proposal with respective page numbers opposite each topic.</p>
3. Statement of Certification	<p><input type="checkbox"/> Complete and include Attachment A – Statements of Certification in this section of the proposal; also include the items listed below:</p> <p><input type="checkbox"/> a. A concise statement of the services proposed.</p> <p><input type="checkbox"/> b. A statement that the Proposer will provide the services as described in the proposal, beginning May 1, 2009 and continuing through June 30, 2012.</p>
4. Proposal	<p>Proposal should address, but is not limited to addressing, all items in Section IV,</p>

Description

Paragraph C - Program Description and the following items:

- ☐ a. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.
- ☐ b. A narrative description of the proposed plan to achieve the program objective and requirements addressing the following elements:
 - ☐ 1) Describe program services and strategies to be employed to ensure stability and continuity of care for the clients, and the Agency's ability to be flexible in meeting changing needs.
 - ☐ 2) Describe case management activities.
 - ☐ 3) Outline the service approach in terms of general treatment intensity (if applicable), frequency, and array of service and expected length of service.
 - ☐ 4) Describe the process of transitioning to a lower level of mental health care.
 - ☐ 5) Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure.
 - ☐ 6) Describe how the Agency will utilize formal and informal supports provided by professionals and non-professionals in the provision of services.
 - ☐ 7) Discuss Agency's methods for achieving goals cost effectively.
 - ☐ 8) State the address of the facility and explain why it is appropriate for this contract (in targeted Geographic Service Area; near mass transit; user friendly; facility layout; etc.).
 - ☐ 9) Describe the Agency's capacity.
 - ☐ 10) Describe the Agency's experience.
 - ☐ 11) Explain how the Agency will develop an advocacy and support network.
 - ☐ 12) Describe how the Agency will respond to the training requirements.
 - ☐ 13) Explain how the agency will meet any special program or funding.
 - ☐ 14) Provide some examples of the outcomes expected.
 - ☐ 15) Estimate the number of unique or unduplicated clients expected to be served.
 - ☐ 16) Estimate the anticipated cost per participant.
- ☐ c. Describe your Agency's state of readiness to enroll participants, which shall include.

- ☐ 1) A Detailed Implementation Plan.
- ☐ 2) Your timeline for participant enrollment and hiring staff during the first program year.
- ☐ 3) Explanation of any assumptions and/or constraints.

5. Statement of Experience

Include the following in this section of the proposal:

- ☐ a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
- ☐ b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- ☐ c. A statement that the prospective Proposer has a demonstrated capacity to perform the required services.
- ☐ d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
- ☐ e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
- ☐ f. Experience of principal individuals of the prospective Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
- ☐ g. With respect to contracts completed during the last five years which involve similar type projects, for each contract show:
 - ☐ 1) Date of completion and duration of each contract.
 - ☐ 2) Type of service.
 - ☐ 3) Total dollar amount contracted for and amount received.
 - ☐ 4) Location of area served.
 - ☐ 5) Name and address of agency with which contracted and agency person administering the contract.
 - ☐ 6) If none, so state.
- ☐ h. If any contract was terminated prior to the original termination date during the last five years, for each contract show:
 - ☐ 1) Date of termination and duration of each contract.
 - ☐ 2) Type of service.
 - ☐ 3) Total dollar amount contracted for and amount received.
 - ☐ 4) Location of area served.

- ☐ 5) Name and address of agency with which contracted and agency person administering the contract.
- ☐ 6) Reason for termination.
- ☐ 7) If none, so state.
- ☐ i. With respect to contracts currently in effect, for each contract show:
 - ☐ 1) Contract start date and date due for completion.
 - ☐ 2) Type of service.
 - ☐ 3) Total contract amount.
 - ☐ 4) Location of area served.
 - ☐ 5) Name and address of agency with which the organization is currently contracting and agency person administering the contract.
 - ☐ 6) If none, so state.
- ☐ j. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
- ☐ k. Financial interest in other lines of business. If none, so state.
- ☐ l. Pending litigation involving the Proposer or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
- ☐ m. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
- ☐ n. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
- ☐ o. A statement by the Proposer certifying that neither it nor its principles is presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in transactions with federal departments or agencies.

6. Subcontractor Information

If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting.

- ☐ a. Attach a copy of the MOU that includes:
 - ☐ 1) Name and address of the subcontracting agency.
 - ☐ 2) The amount (units, minutes, etc.) and types of services to be rendered under this MOU.
 - ☐ 3) The amount of funding to be paid to the agency.
 - ☐ 4) The agency's role and responsibilities.
 - ☐ 5) A detailed description of the methods by which the Primary Agency will insure that all subcontracting agencies meet the

	<p>monitoring requirements associated with funding regulations.</p> <p><input type="checkbox"/> 6) A budget sheet outlining how the subcontracting agency will spend the allocation.</p> <p><input type="checkbox"/> b. Any subcontracting agency must be approved by DBH and shall be subject to all applicable provisions of any agreement "awarded" to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of a subcontracting agency</p>
7. Audited financial statements	<p>Such statements shall be the most recent and complete audited financial statement available and shall be for a fiscal period not more than eighteen (18) months old at time of submission.</p> <p><input type="checkbox"/> 1) In accordance with CDSS MPP Section 23-610(L), submit the three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months. If the business has been in existence for less than three years, provide the most recent statements. These statements shall be audited by an independent, certified public accountant.</p> <p><input type="checkbox"/> 2) In accordance with CDSS MPP Section 23-610(m), submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.</p> <p><input type="checkbox"/> 3) Submit an agreement to the right of the County, State and federal governments to audit the Proposer's financial and other records.</p>
8. Insurance	<p><input type="checkbox"/> Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.</p>
9. Program Budget	<p><input type="checkbox"/> Submit complete Budget Proposal (Schedule A's and B's) for each program, each fiscal year and each site (if applicable) for cost analysis purposes (See Attachment D - Sample). Electronic version will be e-mailed to each agency upon verification of mandatory proposal conference attendance or upon request.</p>
10. Complaint and Grievance Procedures	<p><input type="checkbox"/> A statement that the Proposer will ensure that any complaints made by service recipients will be referred to the County in accordance with the County procedure as defined in Attachment C.</p>

XIV. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be **complete**, in the required format, include all required documents, and be in compliance with all the requirements of this RFP.
- b. Prospective Proposers must meet the requirements stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph C.

Failure to meet all of these requirements may result in a rejected proposal.

Incomplete proposals (those missing required documents) will be disqualified. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

- 2. Evaluation - Proposals meeting the above requirements will also be evaluated on the basis of the following criteria, (not necessarily in order of priority):
 - a. Cost
 - b. Demonstrated ability to serve target population.
 - c. Proposed Program Services and Strategies.
 - d. Readiness to provide services.
 - e. Experience
 - f. Staffing levels and qualifications.
 - g. Appropriateness of facility (in Geographic Service Option/area; near mass transit; facility layout; etc.)
 - h. Fiscal Stability

While cost is a major consideration in the evaluation process, selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph F of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In the event of a protest, a valid and accepted protest(s) will be handled by a panel designated by the County Administrative Office or Designee.

The County will consider only those specific issues addressed in the written valid and accepted protest(s). A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award a Contract(s) rests solely with the County of San Bernardino Board of Supervisors.

The following statements are incorporated as part of the proposal in response to the County of San Bernardino:

**STATEMENTS OF CERTIFICATION
DBH RFP 08-30**

Statement		Agree (Initial)
1.	Services will be provided as described in the Request for Proposals, beginning July 1, 2009 and continuing through June 30, 2012.	
2.	The offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.	
3.	All declarations in the proposal and any attachments are true and shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.	
4.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.	
5.	The proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract is awarded.	
6.	Proposer will provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.	
7.	If selected, the Proposer agrees to comply with all applicable rules, laws, and regulations.	
8.	If selected, the Proposer agrees to be Medi-Cal certified in accordance with the State Department of Mental Health Site Certification Protocol, Title 9 CCR and the San Bernardino County Department of Behavioral Health requirements. (Attachment J)	

Signature
(Authorized Signer)

Date

Print Name

Company/Agency

Address

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy and Security Rules.

I. Obligations and Activities of Business Associate.

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law. Business Associate shall disclose to its employees, subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
 - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement and/or any security incident with respect to electronic Protected Health Information of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with

the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained and return or destroy all other Protected Health Information received from the Covered Entity, or created or received by the Business Associate or its subcontractors, employees or agents on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with written notification of the conditions that make return not feasible. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this

Agreement, to any Protected Health Information retained by Business Associate or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

II. Specific Use and Disclosure Provisions.

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in

accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy or Security Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

San Bernardino County Mental Health Plan (MHP) Grievance Procedure

BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES

Title 9 of the California Code of Regulations requires that the MHP and its fee-for-service providers give verbal and written information to Medi-Cal beneficiaries regarding the following:

- How to access specialty mental health services
- How to file a grievance about services
- How to file for a State Fair Hearing

The MHP has developed a *Consumer Guide*, a beneficiary rights poster, a grievance form, an appeal form, and Request For Change of Provider Form. All of these beneficiary materials must be posted in prominent locations where Medi-Cal beneficiaries receive outpatient specialty mental health services, including the waiting rooms of providers' offices of service.

Please note that all fee-for-service providers and contract agencies are required to give their clients copies of all current beneficiary information annually at the time their treatment plans are updated and at intake.

Provided below is additional information about the grievance process.

GRIEVANCES BY CLIENTS (Verbal and/or Written)

A grievance is an expression of dissatisfaction about any matter other than an action. Clients are encouraged to discuss issues and concerns regarding their mental health services directly with their provider(s). Beneficiary grievances (including those by families, legal guardians, or conservators of Clients) may be directed to the provider, to the Access Unit, and/or to the Department's Patients' Rights Office.

A grievance can be a verbal or a written statement of the Client's concerns or problems. The Client has the right to use the grievance process at any time. Grievance forms, as well as envelopes already addressed to the Access Unit, must be available at all providers' offices in locations where the Client may obtain them without making a verbal request. If they have questions regarding the grievance process, clients may contact their providers, the Access Unit, or the Office of Patients' Rights. The Access Unit records the grievance in a log within one working day of the date of the receipt of the grievance. The Access Unit sends an acknowledgement letter and resolution letter to the Client as hereafter described. The Access Unit or MHP designee has 60 calendar days to resolve a grievance. Fourteen-day extensions are allowed if the Consumer requests or the MHP determines it is in the best interest of the Consumer. Grievances are tracked by the Access Unit and sent to the Continuous Quality Improvement Committee after resolution.

Appeal Procedures when the Consumer is dissatisfied after receipt of a Notice of Action, which:

- 1. Denies or limits authorization of a requested service, including the type or level of service;**
- 2. Reduces, suspends, or terminates a previously authorized service;**
- 3. Denies, in whole or in part, payment for a service;**
- 4. Fails to provide services in a timely manner, as determined by the MHP or;**
- 5. Fails to act within the timeframes for disposition of standard grievances, the resolution of standard appeals, or the resolution of expedited appeals, as hereafter described.**
 - a. A Consumer may complete an Action Appeal form, which is to be forwarded to the Access Unit, or orally appeal to the Access Unit. If oral, it must be followed up in writing. The Access Unit sends an acknowledgement letter when an appeal is received.
 - b. The Access Unit records the appeal in a log within one working day of the date the appeal is received. The Access Unit maintains and tracks the appeals.
 - c. A written decision is to be made by the Access Unit in 45 calendar days from the date of receipt of the form, and mailed to the Consumer. Fourteen days extensions

San Bernardino County Mental Health Plan (MHP) Grievance Procedure**BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES**

are allowed if the Consumer requests or the MHP determines it is in the best interest of the Consumer. The Access Unit sends a resolution letter to the Consumer.

- d. Expedited Appeals can be requested if the time for the standard resolution could seriously jeopardize the Consumer's life, health or ability to function. The parties will be notified of the MHP decision no later than 3 working days after the MHP has received the appeal.

REQUEST FOR A STATE FAIR HEARING

Medi-Cal beneficiaries may request a State Fair Hearing at any time before, during, or within 90 days of the completion of, the MHP's beneficiary problem resolution process. The client also has the right to request a State Fair Hearing whether or not the client uses the problem resolution process, and whether or not the client has received a Notice of Action. If the client is currently receiving mental health services and has received a Notice of Action letter which denies, reduces or terminates those services, and if the client requests a State Fair Hearing within 10 days of receipt of the Notice of Action, it may be possible to maintain the same level of services pending the outcome of the State Fair Hearing.

To request a State Fair Hearing, the client should call or write to:

Public Inquiry and Response
744 "P" Street, M.S. 16-23
Sacramento, CA 95814
Telephone: (800) 952-5253
TDD: (800) 952-8349

ADDITIONAL POINTS

1. At any time during the complaint, grievance, second opinion, or State Fair Hearing process, the client may authorize a person to act on his or her behalf, to use the complaint/grievance resolution process on his or her behalf, or to assist him or her with the process.
2. Filing a complaint or a grievance will not restrict or compromise the client's access to mental health services.
3. At any time during the complaint/grievance process, the client may contact the Access Unit at (888) 743-1478 or the Patient's Rights' Office at (800) 440-2391 for assistance.

COMPLAINTS/GRIEVANCES REGARDING PROVIDERS AND SERVICES

Complaints or grievances by clients about providers or mental health services may be made to the Access Unit or to the Patients' Rights Office. Complaints and grievances will be reviewed and investigated by the appropriate office within the Department of Behavioral Health, and the issues contained therein will be reviewed by the Quality Improvement Committee. Providers cited by the beneficiary or otherwise involved in the grievance process will be notified of the final disposition of that grievance.

Concerns of the Department of Behavioral Health regarding a provider's possible unprofessional, unethical, incompetent, or breach-of-contract behavior will be investigated by the Patients' Rights Office or other department, by appropriate state licensing authorities, or by the Quality Improvement Committee. In extreme cases, in which client safety is at risk, the Director may suspend the provider's credentialed status while an investigation proceeds.

Providers will prominently display and make available printed materials which announce and explain the complaint, grievance, Second Opinion and State Fair Hearing processes without the beneficiary's having to make a verbal or written request for these materials. The Department of Behavioral Health has the *Consumer*

San Bernardino County Mental Health Plan (MHP) Grievance Procedure
BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES

Guide and poster in the two threshold languages. ***Any complaint or grievance which a provider receives from a beneficiary should be forwarded to the Access Unit immediately.***

PROVIDER PROBLEM RESOLUTION AND APPEAL PROCESS

COMPLAINTS (verbal)

Provider complaints regarding the system-of-care structure and procedures may be directed verbally or in writing to the Access Unit Supervisor, who may be able to resolve or explain the issue.

When a provider complaint concerns a denied or modified request for payment authorization, or the processing or payment of a provider's claim, the provider has a right to access the Provider Appeal Process at any time before, during, or after the Provider Problem Resolution Process has begun.

APPEALS/GRIEVANCES (written)

In response to a denied or modified request for payment authorization, or a dispute concerning the processing or payment of a claim, a provider may make use of the written Provider Appeal Process. The written appeal must be sent to the Access Unit Supervisor within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of the MHP's failure to act on a request.

The Program Manager or designee will communicate a response to the provider within 60 calendar days of receipt of the appeal, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision. If applicable, the provider shall submit a revised request for MHP payment authorization within 30 calendar days from receipt of the MHP's decision to approve the payment authorization request.

If the Program Manager does not respond to the appeal within 60 calendar days of receiving it, the appeal shall be considered denied.

BUDGET PROPOSAL SAMPLE

SCHEDULE A - Planning Estimates

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH

Contractor Name: _____

Provider # _____

Address: _____

Actual Cost Contract (cost reimbursement)

FY 2009 - 2010

7/1/09-6/30/10

Prepared by: _____

Title: _____

Date Form Completed: _____

Date Form Revised: _____

LINE	Distribution %	MODE OF SERVICE	15-Outpatient	15-Outpatient	15-Outpatient	15-Outpatient			
#		SERVICE FUNCTION	Case Management (01-09)	Mental Health Services (10-50)	Medication Support (60)	Crisis Intervention (70)			TOTAL
EXPENSES									
1		SALARIES		0	0	0			0
2		BENEFITS		0	0	0			0
		(1+2 must equal total staffing costs)	0	0	0	0			0
3		OPERATING EXPENSES		0	0	0			0
4		TOTAL EXPENSES (1+2+3)	0	0	0	0			0
AGENCY REVENUES									
5		PATIENT FEES							0
6		PATIENT INSURANCE							0
7		MEDI-CARE							0
8		GRANTS/OTHER							0
9		TOTAL AGENCY REVENUES (5+6+7+8)	0	0	0	0			0
10		CONTRACT AMOUNT (4-9)	0	0	0	0			0
FUNDING									
	Mix %		Share %						
11	100.00%	MEDI-CAL (FFP)	0	0	0	0	0	0	0
12	100.00%	EPSDT (State share applied to line 11)	0	0	0	0	0	0	0
13	0.00%	HEALTHY FAMILIES MEDI-CAL	0	0	0	0	0	0	0
14	0.00%	MHSA	0	0	0	0	0	0	0
15	0.00%	MIOCR GRANT	0	0	0	0	0	0	0
16	0.00%	SAMHSA GRANT	0	0	0	0	0	0	0
17	0.00%	PATH GRANT	0	0	0	0	0	0	0
18	0.00%	CALWORKS	0	0	0	0	0	0	0
19	0.00%	REALIGNMENT	0	0	0	0	0	0	0
20		REALIGNMENT-MATCH	0	0	0	0	0	0	0
21		FUNDING TOTAL	0	0	0	0	0	0	0
22		NET COUNTY FUNDS (Local Cost) MUST = ZERO	0	0	0	0	0	0	0
23		STATE FUNDING (Including Realignment)	0	0	0	0	0	0	0
24		FEDERAL FUNDING	0	0	0	0	0	0	0
25		TOTAL FUNDING	0	0	0	0			0
26		UNITS OF TIME	0	0	0	0			0
27		COST PER UNIT OF TIME							
28		UNITS OF SERVICE--Hours	0	0	0	0			0

APPROVED:

PROVIDER AUTHORIZED SIGNATURE

DATE

FISCAL SERVICES

DATE

DBH PROGRAM MANAGER

Schedule A

SCHEDULE "A" STAFFING DETAIL

Page 2 of 2

FY 2009 - 2010

7/1/09-6/30/10

(12 months)

Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)

CONTRACTOR NAME:[illegible]

Total Program	TOTAL
0.00	COST: 0

Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation, Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

* =Sub-Contracted Person listed on Schedule "A" Planning as operating expenses, not salaries & benefits.

APPROVED:

PROVIDER AUTHORIZED SIGNATURE

DATE SERVICES

DBH PROGRAM MANAGER

DATE _____

BUDGET PROPOSAL SAMPLE

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2009 - 2010

Prepared by: _____
Title: _____

Contractor Name: _____

Address: _____

Date Form Completed: _____

Updated _____

PROGRAM BUDGET for the period of July 1, 2009 - June 30, 2010

PROGRAM COSTS

List only those items of cost which are chargeable, in whole or part, to the program. **Salaries and Benefits**

COST ITEM	TOTAL COST TO ORGANIZATION	% CHARGED TO STATE FOSTER CARE FUNDING	TOTAL COST TO STATE FOSTER CARE FUNDING SOURCE	% CHARGED TO MEDI-CAL EPSDT FUNDING	TOTAL COST TO MEDI-CAL EPSDT FUNDING
1. Job Title:					
FTE:					
Salary:			\$0		\$0
Benefits:			\$0		\$0
2. Job Title:					
FTE:					
Salary:			\$0		\$0
Benefits:			\$0		\$0
3. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
4. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. Job Title:					
FTE: .					
Salary:			\$0		\$0
Benefits:			\$0		\$0
Salary:			\$0		\$0
Benefits:			\$0		\$0
Salary:			\$0		\$0
Benefits:			\$0		\$0
5. SUBTOTAL A:	\$0	0%	\$0	0%	\$0

PROVIDER AUTHORIZED SIGNATURE

DATE

FISCAL SERVICES

DATE

DBH PROGRAM MANAGER

DATE

BUDGET PROPOSAL SAMPLE

**SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B**

FY 2009 - 2010

Contractor Name: _____

Address: _____

Date Form Completed: _____

Updated

Prepared by:

Title:

Operating Expenses - Please list all operating costs charged to this program, including administrative support costs and management fees along with a detail explanation of the categories below.

July 1, 2009 - June 30, 2010

ITEM	TOTAL COST TO ORGANIZATION		% CHARGED TO STATE FOSTER CARE FUNDING	TOTAL COST TO STATE FOSTER CARE FUNDING SOURCE	PERCENT CHARGED TO MEDI- CAL EPSDT	TOTAL COST TO MEDI- CAL EPSDT FUND
1			0%	\$0	100%	\$0
2			0%	\$0	100%	\$0
3			0%	\$0	100%	\$0
4			0%	\$0	100%	\$0
5			0%	\$0	0%	\$0
6			0%	\$0	0%	\$0
7			0%	\$0	100%	\$0
8			0%	\$0	0%	\$0
9			0%	\$0	0%	\$0
10.			0%	\$0	0%	\$0
11.			0%	\$0	0%	\$0
12.		\$0	0%	\$0	0%	\$0
SUBTOTAL B:		\$0	0%	\$0	100%	\$0
GROSS COSTS TOTAL A + B:			0%	\$0	100%	

APPROVED:

_____ PROVIDER AUTHORIZED SIGNATURE	_____ DATE	_____ FISCAL SERVICES	_____ DATE	_____ DBH PROGRAM MANAGER	_____ DATE
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BUDGET PROPOSAL SAMPLE

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
BUDGET NARRATIVE
FY 2009-2010

Prepared by:
Title:

Contractor Name: _____
Address: _____
Date Form Completed: _____
Updated _____

Budget Narrative for Operating Expenses. Explain each expense by line item. Provide an explanation for determination of all figures (rate, duration, quantity, Benefits, FTE's, etc.) for example explain how overhead or indirect cost were calculated.

July 1, 2009 - June 30, 2010

ITEM	Justification of Cost
1	
2	
3	
4	
5	
6	
7	
8	
9	
10.	
11.	
12.	

APPROVED:

_____	_____
PROVIDER AUTHORIZED SIGNATURE	DATE
_____	_____
FISCAL SERVICES	DATE
_____	_____
DBH PROGRAM MANAGER	DATE

BUDGET PROPOSAL SAMPLE

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2009 - 2010

Contractor Name: _____

Address: _____

 Date Form Completed: _____
 Updated: _____

Prepared by: _____

Title: _____

Income to support the Program July 1, 2008 - June 30, 2009

List cash income and in-kind donations to the organization which are allocated in whole or part to support the proposed program. Additionally, please list all other revenue and sources of the revenue.

SOURCE OF INCOME/ IN-KIND		TOTAL RECEIVED BY ORGANIZATION	% CHARGED TO EPSDT PROGRAM
2.	FIRST 5 SAN BERNARDINO - To cover programs not funded by DBH EPSDT	\$ -	0%
3.	CSUSB IN-KIND (allocation of additional space at no cost, technical support, in kind intern, student, faculty admin hours)	\$ -	100%
4.			
5.			
6.			
7.			
TOTAL OTHER INCOME/IN-KIND:		\$ -	0%

APPROVED:

PROVIDER AUTHORIZED SIGNATURE_____
DATE_____
FISCAL SERVICES_____
DATE_____
DBH PROGRAM MANAGER_____
DATE

BUDGET PROPOSAL SAMPLE

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
SCHEDULE B
FY 2009 - 2010

Contractor Name: _____
Address: _____
Prepared by: _____
Date Form Completed: _____
Updated _____

Client Service Projections for July 1, 2008 - June 30, 2009													
	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	TOTAL
EPSDT units of service (Hours?)													0
Projected Cost per Unit													
Case Management	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Mental Health Services	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Medication Support	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Crisis Intervention	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Number of Unduplicated Clients Served													

DBH CONTRACT PROVIDER MEDI-CAL CERTIFICATION PROCESS
DEPARTMENT OF BEHAVIORAL HEALTH
NON-STAFF

ATTACHMENT E

OATH OF CONFIDENTIALITY

I, the undersigned, hereby agree not to divulge information or records concerning any client/patient without authorization in accordance with California Welfare and Institution Code, Section 5328, et seq.

I recognize the unauthorized release of confidential information may make me subject to a civil action under provisions of the Welfare and Institutions Code, as follows:

W & I Code, Section 5330 provides in pertinent part: "Any person may bring an action against an individual who has willfully and knowingly released confidential information or records concerning him or her in violation of the provision of this Chapter, for the greater of the following amounts:

- (1) Ten thousand dollars (\$10,000.00);
- (2) Three times the amount of actual damages, if any, sustained by the plaintiff.

Any person may, in accordance with Chapter 3 (commencing with Section 525) of Title 7 or Part 2 of the Code of Civil Procedure, bring an action to enjoin the release of confidential information or records in violation of the provisions of this chapter, and may in the same action seek damages as provided in this section".

I will treat the identity of clients and all personal information revealed by them and/or recorded about them as confidential information unless otherwise authorized.

I will not seek to learn information about clients which is not necessary for my job functions, whether or not they reveal the information, and I will seek to restrict access to medical records or computer-generated information regarding clients and/or a group of clients and I will release information to only those employees who need the information to carry out their legitimate job functions or as otherwise prescribed by law.

Name (Please print)

Position/Title

Place of Employment

Address

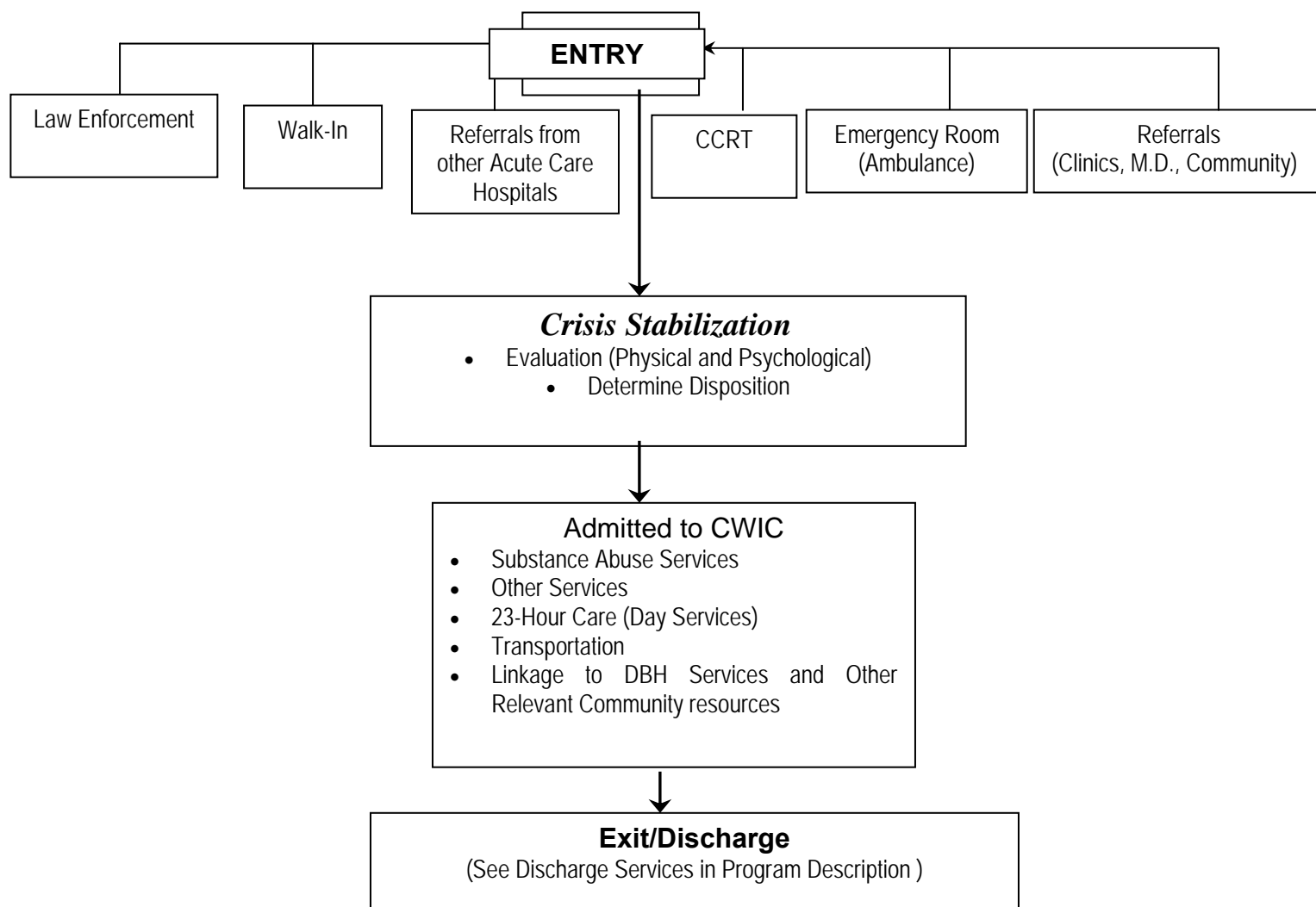
Signature

Date

Copy for DBH Personnel File

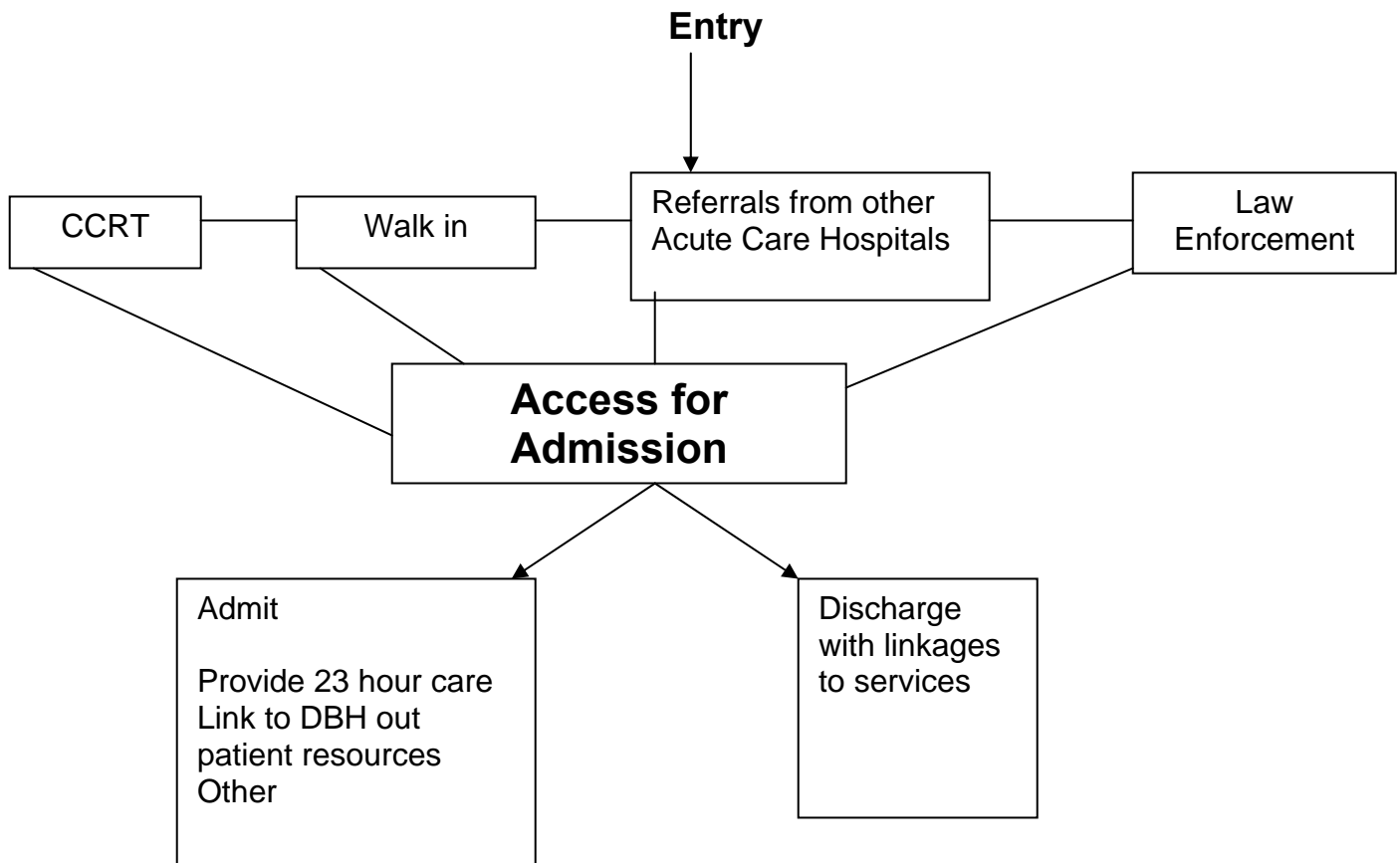
TREATMENT SERVICE MODEL

(This model may be updated or modified as needed.)



Children/Youth Crisis Stabilization

(This model may be updated or modified as needed.)



DBH Directory of Services

Available at:

www.co.san-bernardino.ca.us/dbh

GEOGRAPHIC REGIONS FOR CWIC RFP**WEST VALLEY**

ZIP	CITY
91701	Rancho Cucamonga
91730	
91737	
91739	
91758	Ontario
91761	
91762	
91764	
91784	Upland
91786	

HIGH DESERT REGION

ZIP	CITY
92340	Hesperia
92344	
92345	
92392	Victorville
92393	
92394	
92395	

